

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

FAURECIA SISTEMAS
AUTOMOTRICES DE MEXICO
SA DE CV,

Plaintiff,

v.

CAMACO, LLC,

Defendant.

Case No. 2:23–CV–10763

Hon. Gershwin A. Drain

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ANSWER TO COMPLAINT FOR DECLARATORY AND OTHER RELIEF

Defendant CAMACO, LLC, (“Camaco”) by and through its undersigned counsel, for its Answer to the Complaint for Declaratory and Other Relief filed by Plaintiff Faurecia Sistemas Automotrices de Mexico SA de CV (“Plaintiff” or “Forvia”), states:

1. Camaco denies that the dispute, generally, arises out of a demand for arbitration. The dispute between the parties arises out of Forvia's failure to ship conforming goods pursuant to a series of purchase orders issued by Camaco. When Camaco filed a Demand for Arbitration with the American Arbitration Association, Forvia filed the instant action in this Court.

2. Admitted.

3. Denied as untrue.

4. Denied as untrue. By way of further answer, Camaco attached the arbitration agreement to its Demand for Arbitration.

5. Denied as untrue.

6. Denied as untrue.

7. Denied as untrue.

8. Denied as untrue.

9. Denied as untrue.

10. This paragraph does not contain any factual allegations and thus does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

11. Denied as untrue.

12. Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

13. Denied as untrue.

PARTIES

14. Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

15. Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

16. Admitted.

17. Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

JURISDICTION & VENUE

18. Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

19. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

20. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

21. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

22. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

GENERAL ALLEGATIONS

23. Admitted.

24. CAMACO neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

25. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

26. Denied as untrue.

27. Admitted.

28. Denied as untrue.

29. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

30. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

31. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the

allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

32. Denied as untrue.

33. Denied as untrue.

34. Denied as untrue.

35. Denied as untrue.

36. Camaco denies that it is seeking retroactively to force Camaco Term on Faurecia Mexico and, for this reason, denies as untrue the allegations in paragraph 36.

37. Denied as untrue.

COUNT I DECLARATORY JUDGMENT

38. Camaco hereby reincorporates all preceding answers as those more fully stated here.

39. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

40. Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

41. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

42. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

43. Camaco denies that Forvia “neither agreed to submit disputes to arbitration nor manifested an intent to be bound by an arbitration provision” and, for this reason, denies as untrue the allegations in paragraph 43.

44. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

45. CAMACO neither admits nor denies the allegations contained in this paragraph, as it is without sufficient information on which to form a belief as to the truth or falsity of those allegations.

**COUNT II
INJUNCTIVE RELIEF**

46. Camaco hereby reincorporates all preceding answers as those more fully stated here.

47. Denied as untrue.

48. Denied as untrue.

49. Denied as untrue.

50. Denied as untrue.

51. This paragraph contains a legal conclusion that does not require an answer. To the extent an answer is required, Camaco denies the allegations.

PRAYER FOR RELIEF

WHEREFORE CAMACO, LLC respectfully requests that the Court deny Plaintiff's request for declaratory judgment, deny Plaintiff's request for a preliminary and permanent injunction, enter an order compelling arbitration, and award such other relief as is appropriate.

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Date: June 5, 2023

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CAMACO, LLC’S AFFIRMATIVE DEFENSES

Defendant CAMACO, LLC, (“Camaco”) by and through its undersigned counsel, for its Affirmative Defenses to the Complaint for Declaratory And Other Relief filed by Plaintiff Faurecia Sistemas Automotrices de Mexico SA de CV (“Plaintiff” or “Forvia”), states:

1. Forvia has failed to state a claim upon which relief may be granted and its Complaint should be dismissed.

2. This Court lacks subject matter jurisdiction over this dispute and the Complaint should be dismissed.

3. The dispute is subject to an arbitration provision governed by the Rules of the American Arbitration Association and the Federal Arbitration Act, and the Complaint should be dismissed and sent to arbitration.

4. Forvia has participated in, and benefited from, the contract on which this dispute is based and should be estopped from arguing or asserting that it is not a party to that contract.

5. Camaco reserves the right to add or supplement these Affirmative Defenses as additional facts become known.

WHEREFORE CAMACO, LLC respectfully requests that the Court deny Plaintiff's request for declaratory judgment, deny Plaintiff's request for a preliminary and permanent injunction, enter an order compelling arbitration, and award such other relief as is appropriate.

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